



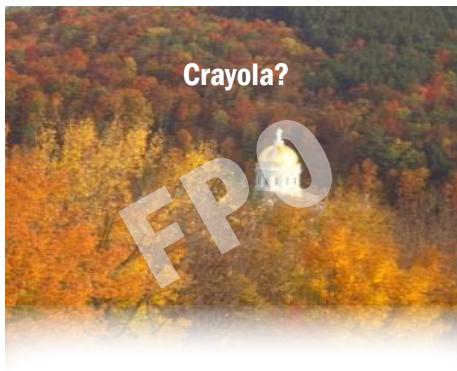
DRAFT



VERMONT

STATE OF VERMONT PHOTOGRAPHY PRIMER

While the services provided by each agency, department, division and program are unique, each at some point require the use of photography for promotional, outreach or educational projects. The use of photography for State of Vermont communications visually enhances the message while triggering certain responses in the intended audience. With this in mind a photography manual has been developed. This manual provides standards and guidance for use by all Executive Branch agencies and departments that engage in marketing. The manual includes information regarding general photography use, licensing, purchasing options, and permissions. It also includes specifications for file formatting for those dealing with multiple marketing avenues.



Color photography helps keep the audience on the surface of the message. Its main intent is to achieve optimum impact with little to no text. A fall foliage campaign would have far less impact if black and white images were used to illustrate the intensity of color that abounds during the season. It would be hard for a potential Vermont visitor to imagine what the fall foliage of Vermont looks like without a color image to accompany a simple message.



FOR MORE INFORMATION

Please contact us if you would like to get more detailed information about any of the programs covered in this brochure. We are here to help!

UP FOR THE
CHALLENGE? GIVE
A CHILD A CHANCE.
YOU CAN MAKE A
DIFFERENCE!



Project Family
103 S. Main Street
3rd Floor, Osgood Bldg.
Waterbury, VT 05671-2401

802-241-2780
in Waterbury
1-800-746-7000
toll-free in Vermont

www.projectfamilyvt.org



Black and white images play a different role in marketing, they are not normally used for impact but instead are used as a platform into the soul of the message. When the message is more important than the image, black and white photography can act as a good visual aid without overpowering the intent.

Photography can be one of the primary design elements used to deliver a message. As such, there are some considerations that need to be addressed before deciding on the use of a photograph and purchasing an image.

Questions to ask before purchasing an image should include:

What is the intent of the image, how will it support the message?

Does the state own an image with the correct subject matter in its stock library? (contact Kate Rouelle at marketing@state.vt.us for image inquiries.)

Will it be used to capture the attention of the audience or will it be used as a simple visual aide? (choosing between black and white or color photography)

How much project funds are available for photography purchases?

Do you need to contract a photographer for a special shoot?

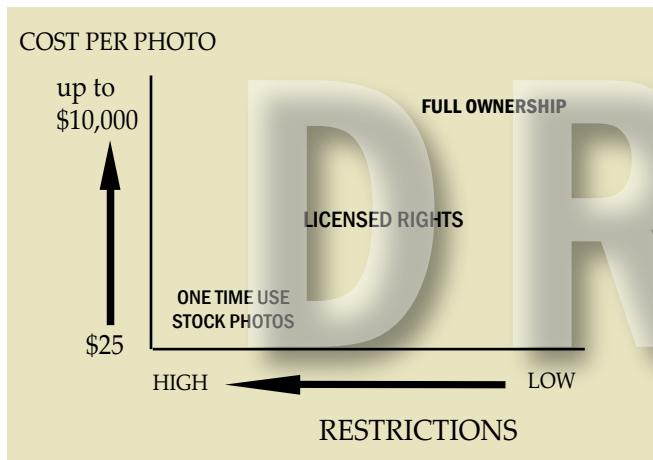
How long do you plan to use the image; one time use, more than once - in multiple campaigns and messages or re-use it yearly?

Do you need to obtain an image license?
(see appendix A)

Do you need to obtain a model release from people – especially if children are in shots?
(see appendix B)

Do you need to obtain an employee image release if a state employee took the photograph?
(see appendix B)

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This graph illustrates the relationship between the cost for individual photos and the restrictions associated with the image. As photograph costs increase with each step: one time use (stock photography) to licensed rights to full ownership the restrictions associated with each step decrease. A more detailed explanation for photography purchase options is illustrated in the following table.

DESCRIPTION	FULL OWNERSHIP	LICENSED RIGHTS	ONE-TIME USE (STOCK)
AVERAGE COST	The cost for full ownership of an image is often the highest, but allows the user un-restricted rights to the image for unlimited use. \$1,000 - \$10,000	The cost for licensed photography varies with the numbers of restrictions placed on the image. \$300 - \$500 <small>* If images are more than \$500/ea consider full ownership.</small>	The cost for one time use stock photography is often the lowest but carries the most restrictions regarding use. \$25 - \$250 <small>* If images are more than \$250/ea consider licensing.</small>
ADVANTAGES	lifetime ownership - no renewal fees available to all state marketing entities for entire life of image less or no restrictions - can be used in any way for any length of time.	more cost efficient if marketing on a tight budget. Useful if purchasing bulk images for image library.	most cost effective can lessen the chance of cross messaging available to all state marketing entities for a fee
DISADVANTAGES	cost is high per image	more restrictive with user rights images may need to be renewed not exclusive, photographer may sell the image to other parties outside of state government.	limited to one time use/ per fee most restrictive with user rights

Images, clipart and graphics come in a variety of file formats. They have different characteristics and uses. This is a summary of the most common formats with suggestions about their use. (For those of you who are interested, the meaning of the initials is included.)

Resolution refers to the sharpness of an image. A high resolution image has greater clarity but is a larger file. Generally you want high resolution (about 300 ppi—pixels per inch) for printing and low resolution (about 72 ppi) for the Web.

Definitions & Usages

EPS (Encapsulated PostScript)

Most people cannot open an EPS file. You must have the appropriate software to view or edit these files.

- created and edited by programs such as Adobe Illustrator, Macro Media Freehand and Adobe Photoshop
- high quality file that can be resized without distortion
- used by graphic designers and print vendor with programs like Quark XPress and Adobe InDesign
- you may be asked to send an EPS (i.e. the Moon Over Mountain logo) to a designer or print vendor
- to print these well, the printer must have postscript or postscript emulation built in

GIF (Graphic Interchange Format)

- low resolution (small size) files with very limited color palette for use on screen
- format commonly used for Web graphics
- maintains background transparency, making it a good option for Power Pt graphics

JPEG, JPG (Joint Photographic Experts Group)

- common format for photographs
- you can click on these files and open in any picture editor or web browser
- use for inserting images into programs such as Word, Power Pt or Publisher
- use for emailing photographs
- use for images to be posted to the Web (reduce size to screen resolution)
- uses 'lossy' compression: beware, every time you save a jpg the quality is reduced as it 'loses' more picture information in an attempt to make the files smaller during each save

PDF (Portable Document Format)

- created and edited by Adobe Acrobat for exact copies of original documents
- these files are not easily altered and may be password protected for additional security
- used to post documents on the Web
- used to share files when the recipient may not have the software the original was created in
- used to share between PC and MAC

TIFF (Tagged Image File Format)

- high quality image file (large file size), superior to JPEG (also non-lossy)
- use for inserting into Word or Publisher, especially if the item is to be sent to a print vendor

PNG (Portable Network Graphic)

- for placing graphics (i.e. MOM logo) with transparent backgrounds into Word, no hazy white box

APPENDIX A

PHOTOGRAPHY LICENSE AGREEMENT

This Photography License Agreement (hereinafter "Agreement") confirms that XX Name of Photographer of XX Photography (hereinafter "Licensor") shall provide the State of Vermont, and its agencies, departments, divisions, affiliates, instrumentalities, and agents, (hereinafter "Licensee") (hereinafter, collectively with Licensor, "Parties") the below described intellectual property (hereinafter "Property"), under the terms and conditions set forth herein.

TERMS AND CONDITIONS

1. PROPERTY TO BE PROVIDED: The Property to be provided by Licensor is described at Attachment B, hereto.

2. PROPERTY DUE. Upon execution of this Agreement, Licensor shall deliver the Property as specified in Section 1 to the Vermont Department of XX, on behalf of all entities comprising Licensee.

3. ASSIGNMENT OF RIGHTS.

a. Licensor irrevocably grants to Licensee, and its successors, officers, employees, and agents on a non-exclusive, non-transferable, non-revocable, royalty-free, and perpetual basis, beginning on the date both the Licensor and Licensee affix their signatures hereto, all rights necessary to use, display, modify, adapt, reproduce, publish and distribute the Property throughout the universe, for all purposes, by any means and methods, and in all known and hereafter existing media and technology. Such grant includes, but is not limited to:

i. the right to publish and distribute the Property in and through Licensee's advertisements, Web sites, magazines, flyers, announcements, reports, brochures, greeting cards, postcards, business cards, stationery, calendars, books, multimedia presentations, video productions, packaging, and any other printed or electronic publications or matter of any sort promoting and/or serving the interests of the State of Vermont;

ii. the right to sublicense the Property to third parties through any Licensee editorial fulfillment program, by which Licensee distributes photographic images, and/or other intellectual property, to third parties for publication and distribution of such photographic images, and/or other intellectual property, in the third parties' printed or electronic editorial articles promoting and/or serving the interests of the State of Vermont;

iii. the right to sublicense the Property to travel agents and tour operators for training, promotional, and marketing activities related to promoting and/or serving the interests of the State of Vermont; and

iv. the right to sublicense the Property to chambers of commerce, regional marketing programs, and other private non-profit organizations promoting and/or serving the interests of the State Vermont to include the Property in such third parties' advertisements, Web sites, magazines, flyers, announcements, reports, brochures, greeting cards, postcards, business cards, stationery, calendars, books, multimedia presentations, video productions, packaging, and any other printed or electronic publications or matter of any sort promoting and/or serving the interests of the State of Vermont.

v. The terms and conditions governing restrictions and limitations on the use of the Property by third parties/sublicensees pursuant to Sections 3.a.ii. - 3.a.iv. above are outlined in Attachment C, hereto.

vi. Notwithstanding the provisions of Sections 3.a.i. – 3.a.iv. above, the right to sell the Property or use the Property to sell another item of any kind is retained by the Licensor and not assigned to Licensee.

b. For the purposes of this Agreement, the term "media" shall mean anything produced in any tangible form, including, but not limited to, printed paper products; other printed materials, including but not limited to, clothing, accessories and novelties; CD-ROM; DVD; digital file; audio or video recording; electronic media, including but not limited to, the Internet; and public performance without limitation.

c. This Agreement shall not preclude Licensor's own use or dissemination of the Property, provided such use or dissemination is not inconsistent and/or in conflict with this Agreement and such use or dissemination of the Property is not in any way inconsistent and/or in conflict with the promotional and/or service interests of the Licensee. The Licensor shall retain the copyright to the Property. However, if the Licensee desires to purchase the copyright to the Property or any portion thereof, then the Parties shall make a good faith effort to negotiate mutually agreeable terms for such sale of the copyright to the Property or any portion thereof to the Licensee.

d. The Licensor grants the Licensee all rights necessary to crop, make color corrections as necessary, and make reasonable enhancements to the scan of the Property or any portion thereof. Provided Licensee complies with the terms and conditions contained herein, the Licensor hereby waives any and all rights, including moral rights, with respect to the Property and agrees not to institute, support, maintain, or permit any action or lawsuit on the ground that any multimedia product produced hereunder constitutes an infringement of any right, including moral rights, or is in any way a defamation or mutilation of the Property or a part thereof or of the reputation of the Licensor, or contains unauthorized variations, alterations, modifications, changes or translations.

4. REVIEW AND USE. Acceptance of the Property shall be contingent upon such Property meeting the needs and standards of the Licensee and the requirements of this Agreement. If the Property, or any portion thereof, is unsuitable, the Property, or the relevant portion thereof, shall be returned to Licensor within thirty (30) business days of Licensee's receipt of the Property. Upon such return, Licensor shall retain all rights to

the Property. In addition, if the Property, in its entirety, is returned by Licensee, then this Agreement shall terminate upon deposit of the Property in the United States mail or upon institution of another suitable means of return, and no payment shall be made to Licensor. However, if only a portion of the Property is returned by Licensee, then Licensee shall pay a pro-rata compensation amount reflecting the portion of the Property actually retained by Licensee. In such event, the Parties agree to amend Attachment B to reflect the change in the Property provided.

5. COMPENSATION; RECOGNITION. The Licensee shall, after its receipt and acceptance of the Property, pay Licensor the sum of \$xx,xxx for the rights provided for in this Agreement. In the event of the Licensee's use of the Property, the Licensee will make reasonable efforts to give Licensor name recognition as the creator of such Property. However, the Parties recognize that certain circumstances may arise where such name recognition may not occur, despite Licensee's reasonable efforts.

6. EXPENSES. Licensor shall bear any and all expenses Licensor incurs in connection with this Agreement, except as otherwise specifically provided herein.

7. WARRANTIES. Licensor warrants the following:

- a. Licensor is the sole creator of the Property covered by this Agreement;
- b. Licensor has the right, power, legal capacity, and requisite authority to enter into this Agreement and convey the rights herein granted to the Licensee;
- c. the Property is original, is not used commercially, and is not copyrighted for use by another individual, firm, company, corporation, or other entity; however, in the alternative, if such Property has been used commercially or has been copyrighted for use by another individual, firm, company, corporation, or other entity, then Licensor will have obtained the necessary attached and incorporated release(s) or permission(s) from the holder(s) of such copyright(s) in order to convey the rights herein granted to the Licensee. If in the future such Property is used commercially or is copyrighted for use by another individual, firm, company, corporation, or other entity, then Licensor shall obtain the necessary release(s) or permission(s) from the holder(s) of such copyright(s) in order to preserve the rights herein granted to the Licensee;
- d. the Property does not infringe upon any statutory copyright, common law right, proprietary right or other right whatsoever whether created by operation of law or treaty;
- e. the Property is innocent and contains no matter contrary to law or treaty;
- f. Licensor has obtained, and attached to this Agreement, all necessary release(s), if any, from any individual appearing in the Property and from any individual whose other intellectual property (including, but not limited to, artwork and trademarks) appears or otherwise exists in the Property;

g. the Property does not contain unlawful material or material that violates any individual's rights, or the rights of any firm, company, corporation, or other entity; and

h. Licensor has not and shall not make any commitment inconsistent with the terms of this Agreement.

8. ATTACHMENTS. Excluding releases as may be attached hereto pursuant to Section 7(c) and (f) above, this Agreement consists of XX pages including the following attachments, which are incorporated herein:

Attachment A - Customary & Standard Provisions

Attachment B - Description of Property

Attachment C - Terms of Third Party/Sublicensee Use

IN WITNESS WHEREOF the Parties have executed this Agreement on the day on which all Parties' signatures are affixed hereto.

**STATE OF VERMONT,
LICENSEE**

By: _____
Name: _____
Title: _____
Date: _____

LICENSOR

By: _____
Name: _____
Date: _____
Soc. Sec./Fed. ID #: _____

Approved as to form:

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A: Customary & Standard Provisions

1. SET OFF. The Licensee may set off any sums that the Licensor owes the State of Vermont against any sums due the Licensor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereafter.
 2. TAXES DUE TO THE STATE.
 - a. Licensor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Licensor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Licensor is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.
 - c. Licensor understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Licensor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Licensor also understands the State may set off taxes (and related penalties, interest and fees) due the State of Vermont, but only if Licensor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and Licensor has no further legal recourse to contest the amounts due.
 3. CHILD SUPPORT. (Applicable if the Licensor is a natural person, not a corporation or partnership). Licensor states that, as of the date this Agreement is executed, the licensor:
 - a. is not under any obligation to pay support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.
- Licensor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Licensor is a resident of Vermont, Licensor makes this statement with regard to support owed to any and all children residing in any other State or Territory of the United States.

4. NO EMPLOYEE BENEFITS FOR LICENSOR. The Licensor is not an employee of the State of Vermont or of any licensee in this Agreement. Rather, Licensor has undertaken preparation and delivery of this Property on a freelance basis. The Licensor understands that the State of Vermont and any licensee in this Agreement will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to state employees, nor will the State or any licensee in this Agreement withhold any state or federal taxes. The Licensor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Licensor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. FAIR EMPLOYMENT PRACTICES AND AMERICANS WITH DISABILITIES ACT. The Licensor agrees to comply with the requirements of Title 21, VSA Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable. Licensor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Licensor under this Agreement. Licensor further agrees to include this provision in all subcontracts.

6. INDEPENDENCE, LIABILITY. The Licensor will act in an independent capacity and not as an officer or employee of the State or of any licensee to this Agreement. The Licensor shall indemnify, defend and hold harmless the State and its officers, employees, and agents and any licensee to this Agreement, its officers, employees, and agents from liability and any claims, suits, judgments, and damages arising as a result of Licensor's acts and/or omissions in the performance of this Agreement and arising as a result of the acts and/or omissions of Licensee, its officers, employees, and agents in reliance upon this Agreement. In addition, Licensee shall not be responsible for third parties' misappropriation or misuse of the Property in any way.

7. INSURANCE. Before commencing work on this Agreement, the Licensor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Licensor to maintain current certificates of insurance on file with the State through the term of this Agreement.

WORKERS COMPENSATION: With respect to all operations performed, the Licensor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

GENERAL LIABILITY AND PROPERTY DAMAGE: With respect to all operations performed under this Agreement, the Licensor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractors' Protective
Products and Completed Operations

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/completed products aggregate
\$ 50,000 Fire Legal Liability

AUTOMOTIVE LIABILITY: The Licensor shall carry automotive liability insurance covering all motor vehicles, including owned, non-owned, and hired, used in connection with this Agreement. Limits of coverage shall not be less than: \$300,000 combined single limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the Parties.

8. PRIOR APPROVALS. If prior approval by the Vermont Office of the Attorney General or the Vermont Secretary of Administration is required (under current law, bulletins, interpretations), neither this Agreement nor any amendment to it is binding until such required prior approval is obtained.

9. PARAGRAPH TITLES. The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be considered as part of this Agreement or to be construed as affecting the meaning of the language of the paragraphs.

10. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

11. APPLICABLE LAW. The laws of the State of Vermont will govern this Agreement.

[END OF ATTACHMENT A]

ATTACHMENT B: Description of Property (list images here)
FOR EXMAPLE ONLY

- FFMRRS1.jpg Fly fishing on the Mad River just south of the Waitsfield covered bridge. Taken 10/2000
- FFMRRSV.jpg Fly fishing on the Mad River just south of the Waitsfield covered bridge. Taken 10/2000
- FSBARN1.tif Red Barn & Fallen leaves about 2.5 miles north of Waitsfield Village. Taken 10/2004
- FSBARNFAL.jpg Red Barn & Fallen leaves about 2.5 miles north of Waitsfield Village. Taken 10/1985
- FSBHMRG2.jpg Views of foliage on Bragg Hill, Fayston, VT with views of snow on trails at Mad River Glen. Taken 10/2005
- FSBHMRG3.jpg Views of foliage on Bragg Hill, Fayston, VT with views of the Bragg Farm barn and snow on trails at Mad River Glen. Taken 10/2005
- FSBHVIEW.tif West views from the Waitsfield Common road with cows and distant views of Bragg Hill.
Taken 10/2004
- FSBHVIEW10.tif South west view from Bragg Hill with barn & fog. Taken 10/2003.
- FSBHVIEW11.tif South west view from Bragg Hill with barn & fog. Taken 10/2003.
- FSCAMHUMP.jpg View from the Waitsfield Common road west toward Camel's Hump. Taken 10/1980
- FSCFWVT1.tif South west view of foliage and snow on the Sugarbush ridge.
Taken 10/1999
- FSCOWSCH.tif West view from the Waitsfield Common road of cows and distant mountains.
Taken 10/2002
- FSCOWSRIDGE1 West view from the East Warren road with cows and snow on the ski trails at Sugarbush.
Taken 10/2005

[END OF ATTACHMENT B]

ATTACHMENT C: Terms & Conditions of Third Party/Sublicensee Use

1. At such time as the State of Vermont (“Licensee”), grants a third party/sublicensee use of the Property pursuant to the Photography License Agreement (of which this Attachment C is a part hereof) for promoting and/or serving the interests of the State of Vermont, said use will be allowed as follows:

a. As a limited, revocable, non-transferable one-time use (“one-time use” shall be limited to mean one instance of publication and distribution of the property through an article in a magazine, newspaper, or other periodical publication, whether in a printed or electronic form, or one instance of distribution through a transmission of television or other broadcast service, presenting the opinion of such magazine, newspaper, or other periodical publication, or of such television or other broadcast service, for the sole use of promoting and/or serving the interests of the State of Vermont), as follows:

i. through any Licensee editorial fulfillment program, by which Licensee distributes photographic images, and/or other intellectual property, to third parties for publication and distribution of such photographic images, and/or other intellectual property, in the third parties’ printed or electronic editorial articles;

ii. to travel agents and tour operators for training, promotional, and marketing activities; and,

iii. to chambers of commerce, regional marketing programs, and other private non-profit organizations to include the Property in such third parties’ advertisements, Web sites, magazines, flyers, announcements, reports, brochures, greeting cards, postcards, business cards, stationery, calendars, books, multimedia presentations, video productions, packaging, and any other printed or electronic publications or matter of any sort.

b. Under any and all of the above-listed categories:

(i.) the Property will be restricted from use on any item that is intended for sale;
(ii.) the third party/sublicensee will make reasonable efforts to credit the State of Vermont and the photographer indicated.

[END OF ATTACHMENT C]



APPENDIX B

Photography Release

I hereby give my complete and unqualified permission to the State of Vermont to use a photo or photos of:
(please print names)

Myself: _____

My son: _____

My daughter: _____

Other: _____

For the purpose of promotion and publicity in connection with the State of Vermont, I herewith authorize the publication and/or electronic dissemination of said material and any captions or articles in connection therewith in State of Vermont publications, or in local, state or national publications and news media including press, television, web, and magazines.

Name: _____

Address: _____

Telephone: _____

Signature: _____

Date: _____

